

April 3, 2007

Commissioners met on this day with the following members present: John Richwine, Patricia Dillon and Paul Wilson. Also present were County Auditor Kathy Stoops-Wright, Deputy Auditor Jane Lyons and Commissioners Office Manager Linda Smith.

IN THE MATTER OF APPROVAL OF MINUTES

Commissioners approve the minutes of March 20, 2007 upon motions made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF MAINTENANCE AGREEMENT WITH MILLER HUGGINS FOR COMMISSIONERS COPY MACHINE

Linda Smith reported to the Commissioners that the Maintenance Agreement for the copy machine with Miller Huggins is up for renewal but they are putting in on hold until other options are reviewed. Motion to continue until the next Commissioners meeting made by John Richwine and seconded by Paul Wilson. Motion carried unanimously.

IN THE MATTER OF EMPLOYMENT AGREEMENT WITH DEBHORA PECKINPAUGH

Commissioners approved an Employment Agreement with Debhora Peckinpugh, employee at the Madison County Recycling Center. Motion to approve made by Paul Wilson and seconded by Patricia Dillon. Motion carried unanimously.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered in this 7th day of March, 2006, by and between the BOARD OF COMMISSIONERS OF MADISON COUNTY, INDIANA (hereinafter referred to as "Commissioners") and Debhora Peckinpugh (hereinafter referred to as "Peckinpugh").

WITNESSETH

WHEREAS, the Commissioners and the East Central Solid Waste District have heretofore entered into an agreement concerning the administration and responsibility of solid waste collection and disposal in Madison County; and

WHEREAS, the Commissioners have leased certain facilities from the State of Indiana on which the operation of the project will take place; and

WHEREAS, it will be necessary for the safe and efficient operation of said facility to employ part-time help to assist in operating said facility.

NOW, THEREFORE, the Commissioners do hereby appoint Peckinpugh, as part-time employee for the period of one (1) year and authorize compensation to Peckinpugh in the sum of \$8.00 per hour. Work shall range from 20 – 24 hours per week. Agreement will begin March 7, 2006.

During the term of this agreement, Peckinpugh agrees that she shall not be entitled to participate in any employee benefits that are available to employees of

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employer and further agrees that she will not be entitled to any workman's compensation, unemployment compensation or other employee benefits as result of this agreement.

Peckinpaugh also understands and agrees that she will be responsible for any and all City, County, State and Federal taxes payable on or for any payment Peckinpaugh may receive for services rendered hereunder and further understands and agrees that any payments to Peckinpaugh will be reported in accordance with the requirements of the Internal Revenue Service or other taxing authority.

Peckinpaugh further understands and agrees that the Commissioners may terminate this agreement for any reasons, at any time, without liability therefore, should Madison County, Indiana fail to receive funding pursuant to *Indiana Code* §5-2-10 or for failure to perform duties as assigned.

The parties further agree that the term of this agreement is for one (1) year and may be automatically renewed annually on the anniversary date of the acceptance of this agreement, unless otherwise cancelled.

The laws of the State of Indiana shall govern this agreement.

That further, this agreement is subject to the appropriations made by the Madison County Council each year.

In witness whereof, the parties have executed this agreement the date and year first above written.

Madison County Board of Commissioners

Debhora Peckinpaugh

BY: _____
John M. Richwine, President

Patricia Dillon, Member

Paul F. Wilson, Member

IN THE MATTER OF MAXIMUS INC.

Commissioners continued the approval of Professional Consulting Agreement with Maximus, Inc. to give them a chance to present to the Commissioners their services. Motion to continue made by Patricia Dillon and seconded by Paul Wilson. Motion carried unanimously.

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IN THE MATTER OF QUITCLAIM DEED TO JANET SUE MITCHELL

Commissioners approved the following Quitclaim Deeds for County owned property purchased by Janet Sue Mitchell some years back but had never been transferred. Motion to approve made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That Madison County, Indiana, by and through its Board of Commissioners, QUITCLAIMS TO JANET SUE MITCHELL T/R c/o Becky McClain, 202 East 10th Street, Lot 23, Sheridan, Indiana 46069, in consideration of the sum of Six Hundred Forty-Three Dollars and Twenty Cents (\$643.20), said sum being the delinquent real estate taxes and penalties thereon, the receipt of which is hereby acknowledged, the following described real estate in Madison County, Indiana, to-wit:

Block 81, Lot C in the City of Elwood, Pipe Creek Township, Madison County, Indiana Key #183-7

Subject to all easements, rights-of-way, and restrictions of record. Further subject to unpaid real estate taxes and assessments.

IN WITNESS WHEREOF, the Grantor has executed this Deed this _____ day of March, 2007.

GRANTOR:

BOARD OF COMMISSIONERS OF
MADISON COUNTY, INDIANA

By:

JOHN M. RICHWINE, President

PAUL F. WILSON, Member

PATRICIA DILLON, Member

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared John M. Richwine, Paul F. Wilson, and Patricia Dillon, as the Board of Commissioners of Madison County, Indiana, who acknowledged the execution of the foregoing QuitClaim Deed, and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal this ___ day of March, 2007.

My Commission Expires:

Signature: _____

Printed _____

Resident of Madison County, Indiana

I affirm, under the pains and penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James W. Wilson.

This instrument prepared by: JAMES W. WILSON/BINGHAM, FARRER & WILSON, P.C./P.O. Box 494, Elwood, Indiana

Return deed to _____

Send tax bills to: Grantee

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QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That Madison County, Indiana, by and through its Board of Commissioners, QUITCLAIMS TO JANET SUE MITCHELL T/R c/o Becky McClain, 202 East 10th Street, Lot 23, Sheridan, Indiana 46069, in consideration of the sum of Seven Hundred Eighteen Dollars and Fourteen Cents (\$718.14), said sum being the delinquent real estate taxes and penalties thereon, the receipt of which is hereby acknowledged, the following described real estate in Madison County, Indiana, to-wit:

V/A Block 81, Lot 5 in the City of Elwood, Pipe Creek Township, Madison County, Indiana Key #183-5

Subject to all easements, rights-of-way, and restrictions of record. Further subject to unpaid real estate taxes and assessments.

IN WITNESS WHEREOF, the Grantor has executed this Deed this _____ day of March, 2007.

GRANTOR:

BOARD OF COMMISSIONERS OF
MADISON COUNTY, INDIANA

By:

JOHN RICHWINE, President

PAUL F. WILSON, Member

PATRICIA DILLON, Member

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared John Richwine, Paul F. Wilson, and Patricia Dillon, as the Board of Commissioners of Madison County, Indiana, who acknowledged the execution of the foregoing QuitClaim Deed, and who, having been duly sworn, stated that any representations therein contained are true. Witness my hand and Notarial Seal this _____ day of March, 2007.

My Commission Expires:

Signature: _____
Printed _____
Resident of Madison County, Indiana

I affirm, under the pains and penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James W. Wilson.

This instrument prepared by: JAMES W. WILSON/BINGHAM, FARRER & WILSON, P.C./P.O. Box 494, Elwood, Indiana
Return deed to _____
Send tax bills to: Grantee _____

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**IN THE MATTER OF ORDINANCE NO 2007-BC-O-06, AN ORDINANCE
AMENDING THE MEMBERSHIP OF THE MADISON COUNTY DATA
PROCESSING BOARD**

Commissioners approved the following Ordinance No. 2007-BC-O-06. Said Ordinance is to include the Madison County Surveyor, Brad Newman to the Data Processing Board. Motion to approve made by Paul Wilson and seconded by Patricia Dillon. Motion carried unanimously.

**ORDINANCE _____
AN ORDINANCE AMENDING THE MEMBERSHIP OF THE
MADISON COUNTY DATA PROCESSING BOARD**

WHEREAS, the Madison County Board of Commissioners has heretofore, by Resolution, established the Madison County Automatic Data Processing Board pursuant to then Statute I.C. 17-3-88-1; and,

WHEREAS, the Madison County Board of Commissioners deem it advisable to change the membership on the Data Processing Board by the inclusion of the Madison County Surveyor.

NOW, THEREFORE, BE IT ORDAINED, that there is hereby added to the membership of the Madison County Data Processing Board, the Madison County Surveyor.

BE IT FURTHER ORDAINED BY THE MADISON COUNTY BOARD OF COMMISSIONERS:

Section 1: That the decisions and recommendation of the Automatic Data Processing Board shall continue to be advisory in nature and all final decisions regarding all aspects of Data Processing shall be the responsibility of the Board of Commissioners of Madison County.

Section 2: The provisions of this Ordinance are severable.

Section 3: This Ordinance becomes effective by operation of law.

Passed this ____ day of _____, 2007.

MADISON COUNTY BOARD OF COMMISSIONERS

John M. Richwine, President

Patricia Dillon, Member

Paul F. Wilson, Member

ATTEST:

Kathy Stoops-Wright, Auditor

JAMES W. WILSON/#1286-48
BINGHAM, FARRER & WILSON, P.C.
Attorneys at Law
P. O. Box 494
Elwood, IN 46036
Telephone: (765) 552-9878

Madison County\ordinances\data processing\0-07\sb

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IN THE MATTER OF CARTER GEETING SUBDIVISION GRANT APPLICATION

Commissioners accepted the Carter Geeting Subdivision Grant Application upon motions made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

IN THE MATTER OF COUNTY WIDE FLOOD STUDY

Jeremy Vanerman, City of Alexandria Storm Water Manager and John Kinley, City of Anderson Storm Water Manager came before the Board of Commissioners with a request to submit a county wide flood study to FEMA to apply for a matching grant for aid to the entire County. Said grant would be worth \$49,000.00. Commissioners agreed to start the ball rolling and submit the application.

IN THE MATTER OF DRIVEWAY PERMITS

Commissioners approved the following Driveway Permits upon motions made by Paul Wilson and seconded by Patricia Dillon. Motion carried unanimously.

D07-23	Robert Parsons	380E,bet SR 236 & 200S,E sd	Union
D07-24	Joseph L Miller	Alliance Crossing L 14	Adams
D07-25	CP Miller	Summerlake L 800	Green
D07-26	Riffey Builders	Jefferson Place L 53	Green
D07-27	Jason Long	Eof 1465 W Huntsville Rd	Fall Cr
D07-28	CP Morgan	Summerlake L 593	Green

IN THE MATTER OF UTILITY PERMITS

Commissioners approved the following Utility Permits upon motions made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

U07-32	Patriot Engineering	67 th St from Layton Rd to MLK Blvd, 1350' N of 67 th To 73 rd St.	And/FC Stony Cr
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IN THE MATTER OF HIGHWAY OVERVIEW AND REPORT

Scott Harless, Highway Superintendent, gave an overview and report on the Highway Department. Scott said the FEMA reports were done and \$65,000.00 for snow emergency was reimbursed to the County. An overview of the summer mowing and chip and seal programs was also reported.

IN THE MATTER OF CONTRACT WITH PSC ASSOCIATES, INC

Cheryl Heath, County Assessor, came before the Commissioners to renew the contract with PSC Associates, Inc., the company that is gathering and preparing the data for trending of real estate in the county. They also consult on Personal Property assessments. Motion was made by John Richwine and seconded by Paul Wilson to table this contract for review. Motion carried unanimously.

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IN THE MATTER OF APPROVAL OF THE ANNUAL SHERIFF CONTRACT

Commissioners approved the annual Sheriff's contract with Sheriff Ron Richardson upon motions made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

SHERIFF'S SALARY CONTRACT

THIS AGREEMENT is entered into as of the ____ day of _____, 2007, for the period of January 1, 2007, through December 31, 2010.

WHEREAS, Indiana Code §36-2-13-2.5 states that the Sheriff, the executive and the fiscal body of a County may enter into a salary contract for the Sheriff; and,

WHEREAS, said statute states that the contract must contain certain provisions; and,

WHEREAS, Madison County, Indiana and the Madison County Sheriff believe it would be in the best interests of Madison County to enter into a salary contract pursuant to Indiana Code §36-2-13-2.5.

NOW, THEREFORE, the parties agree as follows:

Section I. The Sheriff shall receive an annual salary of Ninety-Two Thousand Dollars (\$92,000.00), throughout the four (4) year term of this contract.

Section II. The Sheriff shall retain the Sheriff's tax warrant collection fees as described in Indiana Code §6-8.1-8-3 in addition to the salary referred to in Section I.

Section III. The Sheriff shall assign to the County all fees from prisoners' meal allowance received under Indiana Code §36-8-10-7, with said fees to be the sole property of the County, and the Sheriff shall not make a profit from said meal allowances. All meal allowances received under Indiana Code §36-8-10-7 shall be deposited into the County General Fund for use for any general fund purpose.

Section IV. The Sheriff shall, on a monthly basis, file a report with the Madison County Commissioners, the Madison County Council, and Madison County Auditor, an accounting of expenditures for feeding prisoners for the previous month and the amounts received for the feeding of prisoners legally in his charge.

Section V. Should the Sheriff, on an annual basis, fail to generate the same surplus from the prisoner's meal allowance that was averaged in the previous two (2) years, there shall be a Review Committee established to review the meal allowance and funds expended. The Review Committee shall meet annually and shall consist of the following members:

1. Madison County Auditor
2. One (1) Madison County Commissioner
3. One (1) Madison County Council Member
4. Madison County Sheriff _____

The Sheriff shall submit, as requested, the following information to the Committee:

1. Costs and expenses of prisoner meals

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2. Such other information as may be requested by the Committee

Section VI. Should the State enact legislation that would invalidate any provision of this Contract, either party may terminate this Agreement upon thirty (30) days written notice to the other, or this Agreement may be modified by mutual consent of the parties to accommodate any such legislation.

Section VII. This Contract does not modify Indiana statutes which govern discipline or termination of the County Sheriff.

IN WITNESS WHEREOF, the parties hereunder set their respective hands and seals the date first above written.

MADISON COUNTY SHERIFF

MADISON COUNTY COMMISSIONERS

RON RICHARDSON

JOHN RICHWINE, President

PAUL F. WILSON

PATRICIA DILLON

MADISON COUNTY COUNCIL

ATTEST:

KATHY STOOPS-WRIGHT
County Auditor

JEFF HARDIN, President

Prepared by:

JAMES W. WILSON/#1286-48
BINGHAM, FARRER & WILSON, P.C.
Attorneys at Law
P. O. Box 494
1601 S. Anderson Street
Elwood, IN 46036
Telephone: (765) 552-9878
Facsimile: (765) 552-5496
madsocounty/sheriff's contract/sb

There being no further business brought before the Commissioners the meeting was adjourned upon motions made by John Richwine and seconded by Paul Wilson.

BOARD OF COMMISSIONERS

